

**EMPLOYMENT AGREEMENT BETWEEN  
CITY OF BRAWLEY AND  
DAVID ARVIZU**

This Employment Agreement (hereinafter "Agreement") is made this 7<sup>th</sup> day of June, 2016, by and between the City of Brawley, a municipal corporation (hereinafter "City"), and David Arvizu (hereinafter "Employee").

**WITNESSETH**

**WHEREAS**, the Employee is currently employed in the City's Public Works Department as a Water Distribution / Sewer Collections Operations Supervisor. The Employee possesses unique expertise and qualifications that are critical for the operation of the City's wastewater and wastewater facilities; and

**WHEREAS**, the Employee is eligible to retire and has expressed his clear intention to retire; and

**WHEREAS**, the City desires to retain the Employee's services until 3 July of 2017 so as to give the City adequate time to transition the agency, given the currently vacant Public Works Director and Operations Division Manager positions;

**WHEREAS**, the City and Employee have negotiated the terms and conditions of the Employee's continued employment; and

**WHEREAS**, Employee accepts such continued employment on the terms and conditions of set forth herein; and

**WHEREAS**, the City is willing to pay Employee an amount above and beyond the City's salary schedule in order to temporarily secure the Employee's continued employment during a critical transition period; and

**WHEREAS**, the parties wish to execute an agreement covering terms and conditions of employment.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Position and Duties.** Employee shall remain in the employ of the City as a Water Distribution/Sewage Collections Operations Supervisor and perform his current duties until July, 2017 at which time the Employee will retire from his employment with the City. His position will continue to report to the Operations Division Manager/Public Works Director.
2. **Compensation.** As payment and consideration for Employee's agreement to delay his planned retirement, the City shall increase the Employee's current compensation by sixteen percent (16%) effective 21 June 2016. Monthly compensation is \$6,755.40, which includes the carryover of backflow incentive pay.
3. **Medical/Life Insurance Group Health Plan.** Employee shall remain eligible for the Employer's comprehensive major medical, dental, life and vision care insurance program that is provided to other unrepresented management employees.

4. **Cell Phone Allowance.** Employee shall retain the \$60 per month cell phone allowance.
5. **Retirement.** Employer shall maintain Employee in the PERS system and contributions towards benefits shall reflect the Employee's new rate of compensation for the term of this Agreement.
6. **Employment Status and Application of City's Personnel System.** Employee shall NOT be considered an at will employee. The purpose of this Agreement is to memorialize the City's agreement to deviate from the set salary schedule in order to delay Employee's retirement plans. During the Employee's continued term of employment, he shall be afforded all of the protections of the City's personnel rules.
7. **Leave and Holidays.** Employee shall be entitled to take leave as provided for unrepresented management personnel during the term of his continued employment. Likewise, Employee shall be entitled to observe holidays as provided for unrepresented management employees.
8. **Severability.** If any of the provisions of this Agreement are held to be illegal, invalid or unenforceable in any respect, the remainder of the agreement and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
9. **Governing Law.** This agreement shall be governed by the laws of the State of California, and any litigation concerning this Agreement shall be filed and maintained in the State of California.
10. **Attorney's Fees and Costs.** If any action of law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief, which such party may be entitled.

IN WITNESS WHEREOF, the said parties have executed this agreement as of this 7th day of June 2016.


**EMPLOYER**

By Rosanna Bayon Moore  
Rosanna Bayon Moore, City Manager

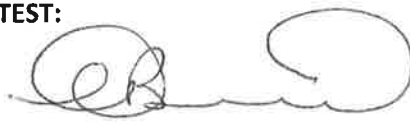
**EMPLOYEE**

By David Arvizu  
David Arvizu

**APPROVED AS TO FORM:**

By   
William S. Smerdon, City Attorney

**ATTEST:**

By   
Alma Benavides, City Clerk